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1 PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City
2 of Carlsbad on the 28th day of January, 2014, by the following vote to wit:

3 AYES: Council Members Hall, Packard, Wood, Blackburn and Douglas.
4

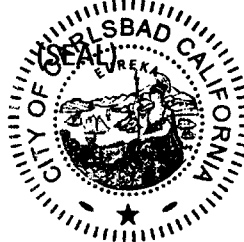
5 NOES: None.
6

7 ABSENT: None.
8
9

10
11 
12 MATT HALL, Mayor

13 ATTEST:
14

15 
16 BARBARA ENGLESON, City Clerk



**AMENDMENT NO.1 TO AMEND EMPLOYMENT AGREEMENT
WITH CELIA A. BREWER, CITY ATTORNEY**

This Amendment No. 1 is entered into and effective as of the 28 day of January, 2014, amending the City Attorney Employment Agreement dated December 27, 2012, but effective January 22, 2013 (the "Agreement") by and between the City of Carlsbad, a municipal corporation, ("City"), and Celia A. Brewer, ("City Attorney") (collectively, the "Parties").

1. The Parties desire to alter Section III- Salary to read as follows:

SECTION III- SALARY

A. Base Salary

The annual base salary for the City Attorney shall be \$237,300 which shall be paid bi-weekly, \$9,126.92 per completed pay cycle. This includes the compensation for the additional positions of General Counsel for the Housing and Redevelopment Commission/Community Development Commission, General Counsel of the Carlsbad Municipal Water District the Public Financing Authority and other boards or commissions that assemble and require the services of General Counsel.

B. Deferred Compensation

Beginning February 3, 2014, the City shall make, in equal proportionate amounts each pay period, an annual contribution equal to 5% of base salary to the City Attorney's Deferred Compensation Plan.

2. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

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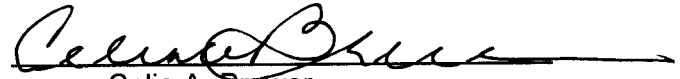
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IN WITNESS WHEREOF, the City and the City Attorney have caused this Agreement to be executed on the day and year first written above.

CITY OF CARLSBAD
A Municipal Corporation

CELIA A. BREWER

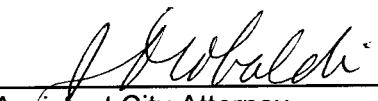
By: 
Mayor


Celia A. Brewer

ATTEST:

By: 
BARBARA ENGELSON, City Clerk

APPROVED AS TO FORM:

By: 
Assistant City Attorney

RESOLUTION NO. 2013-008**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARLSBAD, CALIFORNIA, APPROVING THE CITY
ATTORNEY EMPLOYMENT AGREEMENT**

WHEREAS, the City Council desires to approve the employment agreement of
Celia A. Brewer as City Attorney; and,

WHEREAS, those functions, duties, obligations, benefits and compensation are
accurately set forth in the Employment Agreement attached hereto as Exhibit 2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Carlsbad, California, as follows that:

1. The above recitations are true and correct.
2. That the City Attorney's Employment Agreement set forth as Exhibit 2 is
approved
3. That the funds sufficient to pay for the City Attorney compensation and
benefits have been included in the City Attorney's operating budget for the
current fiscal year.

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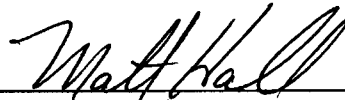
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1 PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council
2 of the City of Carlsbad on the 8th day of January, 2013, by the following vote to wit:

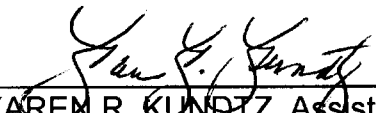
3 AYES: Council Members Hall, Packard, Wood, Blackburn and Douglas.
4

5 NOES: None.
6

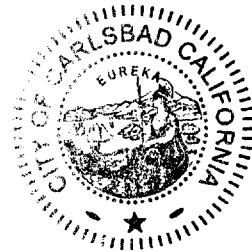
7 ABSENT: None.
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11 MATT HALL, Mayor

12 ATTEST:
13

14 
15 KAREN R. KUNDTZ, Assistant City Clerk
16

17 (SEAL)
18



**City of Carlsbad
City Attorney Employment Agreement**

This Agreement is entered into as of December 27, 2012 by and between the City of Carlsbad, California, a municipal corporation (the "City"), and Celia A. Brewer, an individual (the "City Attorney"). The City and the City Attorney are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, Chapter 2.14 of the Carlsbad Municipal Code provides for the Office of the City Attorney who shall be appointed and retained by the City Council wholly on the basis of her legal ability and experience, particularly in the municipal law field and shall hold that office for and during the pleasure of the City Council, and

WHEREAS, the Council desires the employment of Celia A. Brewer as City Attorney, and

WHEREAS, it is the desire of the parties hereto to act as a deterrent against malfeasance or dishonesty for personal gain on her part; and to provide for terminating her services at such time as she may be unable to fully discharge her duties or when the City Council may otherwise desire to terminate her employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION I - DUTIES

The City Council hereby agrees to the employment of Celia A. Brewer as City Attorney and to exercise the powers, duties and responsibilities set forth in Carlsbad Municipal Code Chapter 2.14 and applicable state law and such other applicable ordinances and resolutions now in effect or hereafter adopted by the City Council.

SECTION II-TERM

Celia A. Brewer is appointed as City Attorney, effective on January 22, 2013 and shall continue in that capacity and shall continue to fulfill the powers, functions and duties of City Attorney and shall serve in that capacity until such time as this Agreement is terminated pursuant to Section IV below. The term of this Agreement shall commence on the date approved by the City Council. The purpose of this paragraph is to ensure compliance with Government Code section 53260 et seq. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Attorney to resign at any time subject only to the provisions set forth in Section IV below. City Attorney agrees to remain in the exclusive employ of the City and neither to accept other employment or to become employed by any other employer without the express permission of the City Council; provided, nothing contained herein shall be construed or interpreted to prohibit City Attorney from engaging in such occasional activity such as teaching, writing or consulting which activity shall only be conducted apart from her normal and regular functions and duties.

SECTION III - SALARY

The annual base salary for the City Attorney shall be \$210,000 which shall be paid bi-weekly, \$8076.92 per completed pay cycle. This includes the compensation for the additional positions of General Counsel for the Housing and Redevelopment Commission/Community Development Commission, General Counsel of the Carlsbad Municipal Water District the Public Financing Authority and or other boards or commissions that assemble and require the services of General Counsel.

SECTION IV - SEPARATION FROM EMPLOYMENT

In the event the City Council desires to terminate this Agreement during which time City Attorney is ready, willing and able to perform the functions and duties set forth herein, then, in that event, City Council agrees to pay City Attorney any amount that may be due at the time of termination of employment of this Agreement.

SECTION V - VEHICLE ALLOWANCE OR PROVISION OF VEHICLE

The City Attorney's functions and duties require her to have use of an automobile during her employment with the City. The City shall reimburse the City Attorney the monthly sum of \$350 for the expense of owning, operating and maintaining and insuring her personal automobile. City Attorney shall keep and maintain in full force and effect personal liability and property damage insurance in the minimum amounts of \$250,000 per person and \$500,000 per occurrence and property damage of \$100,000, and shall name the City of Carlsbad as additional insured. The amounts received under this section are in addition to the base salary and shall be considered as part of the total cash compensation discussed in Section III above.

SECTION VI - OTHER SUPPLEMENTAL BENEFITS

The City Attorney shall accrue vacation leave and sick leave as provided for under existing City policy. All other actions taken by the City Council relating to fringe benefits for management employees shall be considered actions granting the same to the City Attorney, except that the City Attorney may decline any fringe benefits to the extent permitted or authorized by law, City policy, or this agreement. As used herein, fringe benefits include but are not limited to vacation, sick leave, educational benefits as they existed on the date of the approval of this Agreement, holidays, retirement (PERS), benefits and payments, health insurance, dental insurance, long-term disability insurance and life insurance as set forth in the Performance Management and Compensation Plan and elsewhere. The City Attorney may elect to participate in any of the medical insurance programs offered by the City.

SECTION VII - ANNUAL REVIEW

The City Council shall review and evaluate the performance of the City Attorney in January of each year. This review and evaluation of performance and salary shall be in accordance with the criteria developed jointly by the City Council and the City Attorney. The Mayor shall provide the City Attorney with a summary written statement of the findings of the City Council and provide an adequate opportunity for the City Attorney to discuss her evaluation with the City Council. The Mayor shall report out and authorize the Human Resources Director to make changes to the salary or other agreed benefits to this or subsequent employment contracts in accordance with all applicable laws.

SECTION VIII - ANNUAL GOAL SETTING

Annually, the City Council and the City Attorney shall define such goals and performance objectives which they determine necessary for the proper operation of the City and an attainment of the City Council's policy objectives. They shall also establish a relative priority among these various goals and objectives and this should be reduced to writing.

SECTION IX - PROFESSIONAL AND ORGANIZATIONAL DEVELOPMENT

All normal business expenses, such as attendance at the League of California Cities, the League of California Cities City Attorney Department meetings, IMLA, San Diego City Attorneys' Association meetings and conferences as well as business lunches, dinners, etc., will be provided for separately in the operating budget of the City Attorney's office. The City Council continues to support and encourage continuing development and professionalism of the City organization and its employees. As such, the City Council supports the City Attorney's organizational development efforts, including but not limited to, employee development, department development, and organization-wide development. These efforts shall support the City Council Vision and Goals and provide for the ongoing development of a high-performing organization.

SECTION X - EFFECTIVE DATE

The effective date of this contract is January 22, 2013 and all salary and other compensation benefits shall be paid retroactive and or in accordance to that date.

SECTION XI - NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follow or as such address may be changed from time to time upon written notice to the other:

CITY:
MAYOR
City of Carlsbad
City Hall
1200 Carlsbad Village Drive
Carlsbad, California 92008

CITY ATTORNEY:
CELIA A. BREWER
[REDACTED]
[REDACTED]

IN WITNESS WHEREOF, the City and the City Attorney have caused this Agreement to be executed on the day and year first written above.

"City"
CITY OF CARLSBAD
A Municipal Corporation

"City Attorney"
CELIA A. BREWER

By: Walt Hall
Mayor

Celia A. Brewer
Signature

ATTEST:

By: Jan F. Gentry, Assistant City Clerk
City Clerk

APPROVED AS TO FORM:

By: Doreen Bae
City Attorney
12.28.12

